

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	5105102, 5131802	X SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3-27-02	1-34

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY  US GOVERNMENT PRINTING OFFICE 732 N. Capitol St., NW Room A332, STOP: MMG Washington, DC 20401	CODE	8. ADDRESS OFFER TO
9. FOR INFORMATION CALL: —	A. NAME PATRICIA JOHNSON	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-512-0996

**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

1. Remove and replace existing fence and gates on lots # 3, 12 , and 50 as specified herein:  
(See drawing F-5283)
2. Repair chain link fence surrounding parking lot 55 as specified herein:
3. The Government estimates that this project will cost between \$25,000 and \$100,000.
4. Site visit- See page 10.

11. The Contractor shall begin performance within 10 calendar days and complete it within 90 calendar days after receiving ☐ award, x notice to proceed. This performance period is x mandatory, ☐ negotiable. (See \_\_\_\_\_.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?(If "YES," indicate within how many calendar days after award in Item 12B.)  
x YES ☐ NO

12B. CALENDAR DAYS  
10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by **9:00 AM(hour) local time April 22, 2002 (date)**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is required in the amount of 20% of total bid price.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)( )☐ 41 U.S.C. 253(c)( )

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

**SPECIFICATIONS FOR FENCE AND GATES**

**SECTION 02830 - CHAIN LINK FENCING AND GATES**

**0.1 General:**

- A. The contractor shall provide chain link fences and gates as complete units controlled by a single source including necessary erection accessories, fittings, and fastenings.
- B. Product Data: Submit manufacturer's technical product data, and installation instructions for metal fencing, fabric, gates and accessories.
- C. Dimensions indicated for pipe are outside dimensions, exclusive of coatings.
- D. Manufacturer: Subject to compliance with requirements, provide products of one of the following:
  - 1. PVC Coated Galvanized Steel Fencing and Fabric:
    - a. American Fence Corp.
    - b. Anchor Fence, Inc.
    - c. United States Steel.
  - 2. Barbed Tape:
    - a. American Fence Corp.
    - b. Man Barrier Corp.

**0.2 Steel Fencing:**

- A. Fabric: No. 6 ga. (0.192") finished size steel wires, 1-3/4" mesh, with both top and bottom selvages twisted, core wire tensile strength not less than 75000 psi.
  - 1. Furnish one-piece fabric widths for fencing up to 9' high, helically wound and woven.
  - 2. Fabric finish, polyvinyl chloride (PVC) plastic resin finish over galvanized steel wire, not less than 7 mils thick. Color brown per ASTM F-934.
    - a. Comply with ASTM F 668, Class 2b.
    - b. Comply with ASTM F 668, Class 2, except provide fabric with diameter (gage) of core wire equivalent to fabric diameter specified when measured prior to application of non-metallic coating.
    - c. Comply with ASTM F 668, Class 1.
- B. Framework: Galvanized steel, ASTM A 120 or ASTM A 123, with not less than 1.8 oz. zinc per sq. ft. of surface.

1. Provide manufacturer's standard thermally bonded polyvinyl chloride (PVC) plastic resin finish over galvanizing, not less than 10 mils (0.010") thick. Color to match chain link fabric.

C. Fittings and Accessories: Galvanized, ASTM A 153, with zinc weight per Table I.

1. Provide manufacturer's standard polyvinyl chloride (PVC) plastic resin finish over galvanizing, not less than 10 mils (0.010") thick. Color to match framework.

**0.3 Framing and Accessories:** All posts shall be cold formed and welded steel pipe complying with ASTM F-1043, Group 1C, with minimum yield strength of 50,000 psi. Protective coating (external and internal) Type B per ASTM F-1043, minimum 0.9 oz/sft.

A. End, Corner and Pull Posts: Minimum sizes and weights as follows:

1. Over 6' fabric height, 2.875" OD steel pipe, 5.79 lbs, per lin. ft.

B. Line Posts: Space 10' o.c. maximum, unless otherwise indicated, of the following minimum sizes and weights.

1. Over 6' fabric height, 2.875" OD steel pipe, 5.79 lbs. per lin. ft.

C. Gate Posts: Furnish posts for supporting single gate leaf, or one leaf of double gate installation, for nominal gate widths as follows:

1. Leaf Width Gate Post lbs./lin. ft.

- a. Over 18' long, 8.625" OD pipe 28.55 lbs/ft

D. Horizontal Rail: Manufacturer's longest lengths, with expansion type couplings, approximately 6" long, for each joint. Provide means for attaching rails securely to each gate, corner, line, pull and end post. Rails shall comply with ASTM F-626 standards. top rail sleeves shall be min. 7" long with spring, allowing expansion and contraction.

1. 1.66" OD pipe, 2.27 lbs. per ft.

E. Tension Wire: 7-gage, coated coil spring wire, metal and finish to match fabric with tensile strength of 75000 psi..

- a. Locate at bottom of fabric.

- F. Post Brace Assembly: Manufacturer's standard adjustable brace at end and gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric. Use same materials as top rail for brace, and truss to line posts with 0.375" diameter rod and adjustable tightener.
- G. Post Tops: Provide weather tight closure cap; one cap for each post.
- H. Stretcher Bars: One-piece lengths equal to full height of fabric, with minimum cross-section of 3/16" x 3/4". Provide one stretcher bar for each gate and end post, and 2 for each corner and pull post, except where fabric is integrally woven into post.
- I. Stretcher Bar Bands: Space not over 15" o.c., to secure stretcher bars to end, corner, pull, and gate posts.
- J. Barbed Wire Supporting Arms: Manufacturer's standard barbed wire supporting arms, metal and finish to match framework, with provision for anchorage to posts and attaching 3 rows of barbed wire to each arm. Supporting arms may be either attached to posts or integral with post top weather cap and must be capable of withstanding 250 lbs. downward pull at outermost end. Provide following type:
  - 1. V-type with 2 arms at 45 degrees to vertical, one for each post.
- K. Barbed Wire: 2 strand, 12-1/2 ga. wire with 14 ga. 4-point barbs spaced not more than 3" o.c.; metal and finish to match fabric.
- L. Gates: Fabricate perimeter frames of gates from metal and finish to match framework. Assemble gate frames by welding or with special fittings and rivets for rigid connections, providing security against removal or breakage connections. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware and accessories. Space frame members maximum of 8' apart unless otherwise indicated.
  - 1. Provide same fabric as for fence, unless otherwise indicated. Install fabric with stretcher bars at vertical edges and at top and bottom edges. Attach stretcher bars to gate frame at not more than 15" o.c.
  - 2. Install diagonal cross-bracing consisting of 3/8" diameter adjustable length truss rods on gates to ensure frame rigidity without sag or twist.
  - 3. Where barbed wire is indicated above gates, extend end members of gate frames 1'-0" above top member. Provide necessary clips to receive and secure 3 strands of wire.
- M. Gate Hardware: Provide hardware and accessories for each gate, galvanized per ASTM A 153, and in accordance with the following:
  - 1. Sliding Gates: Provide manufacturer's standard heavy-duty inverted channel track, ball-bearing hanger sheaves, overhead framing and supports, guides, stays, bracing, hardware, rubberized front wheel and accessories as required.

- N. Wire Ties: For tying fabric to line posts, use 9 gauge galvanized steel wire ties spaced 12" o.c. For tying fabric to rails and braces, use double wrap 13 gauge wire ties spaced 24" o.c. For tying fabric to tension wire, use hog rings ties of 12-1/2 gauge spaced 24" o.c.
- O. Galvanized nuts and bolts but not vinyl coated. Use PVC touch up paint to match chain link fabric.
- P. Concrete: Provide concrete consisting of Portland cement, ASTM C 150, aggregates ASTM C 33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 3000 psi. Holes shall be 4 times larger than outside diameter of post and minimum 4" deeper than post bottom.
- Q. Excavation: If not shown on drawings, excavate holes to minimum depth and diameters as recommended by fence manufacturer.
- R. Installation: Install in accordance with ASTM F 567 and written installation instructions of fencing manufacturer to provide secure, aligned installation.
  - 1. Align the posts vertically, horizontally and maintain in position during concrete placement and finishing operation. They shall remain in plumb position.
  - 2. Install horizontal pipe brace at mid-height on each side of terminal posts and diagonal truss rod to ensure posts remain in plumb position. Adjust truss rod as required.
  - 3. Install tension wire at bottom before stretching the fabric and attach to each post with ties. Secure tension wire to fabric with hog rings.
  - 4. Install fabric on security side and fabric remains in tension after pulling force is released. Attach fabric to line posts at 15" o.c and to rails, braces and tension wire at 24" o.c. Leave maximum 2" space between finish grade and bottom selvage.
  - 5. Thread tension/stretcher bar through fabric; pull fabric taut and attach the tension/stretcher bar to terminal posts with bands or clips at 15" max. on center.
  - 6. Bend tie wire ends to minimize hazard to persons and clothing. Install nuts on inside of the fenced area for added security. Uniformly space parallel rows of barbed wire on security side of fence. Pull wire taut and attach in clips or slots of each extension.
- S. Manufacturer's standard procedure will be accepted if of equal strength and durability.

**DESCRIPTION/ SPECIFICATION**

SECTION 01010- SUMMARY OF WORK

**PART 1 - GENERAL**

1..1 SCOPE:

1. Provide all labor, material, and equipment necessary to perform all work required for "Remove and Replace Existing Fence and Gates" at US Government Printing Office Building, Washington D.C. 20401 as hereinafter specified.

1. Contract Drawings: F-5283, sheet 1 of 1.

1..2 PROJECT DESCRIPTION

1. The Project consists of the following work items:

Remove and replace existing chain link fence and gates as shown on the drawing:

1. Remove and dispose of existing fence: 900 linear foot (approximate).  
Remove and dispose of existing gates: 4
2. Install new chain link fence 10' high: 922 linear foot (approximate).  
New Sliding Gates: 3  
Gate # 1 shall be equipped with operator, install operator controls in the Security Officer's booth complete in all respect including to override function in case of electric failure, ready to use. All gates shall have rubberized guide wheel in front for easy movement.
3. Provide labor, material, and equipment to perform work on Lot 55.
4. Bottom of the chain link is loose in area around attendant's booth at I Street entrance.

1..3 WORK SEQUENCE

1. The Work will be conducted in such a manner to provide the least possible interference to the activities of the Government's personnel and to cause no damage to the Government property.

1..4 CONTRACTOR USE OF PREMISES

1. General: During the construction period the Government shall have full use of the premises, including use of the site. The Contractor's use of the premises is limited only by the Government's right to perform construction operations with its own forces or to employ separate contractors on portions of the project.
2. General: Limit use of the premises to construction activities in areas indicated; allow for Government occupancy and use by the public.
  1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

2. Keep driveways, entrances serving the premises and alley clear and available to the public and the GPO's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
3. Disposal of Waste Materials: Do not dispose of organic and hazardous material on site.
3. Existing Building: Maintain the existing building in a secure condition throughout the construction period. Repair the damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.
1. Use of existing toilets within the building, by the Contractor and his personnel, will be permitted.

#### 1.5 OWNER OCCUPANCY

1. Full Owner Occupancy: The U.S. Government Printing Office will occupy the building during the entire construction period. Cooperate with the Occupants during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Government's operations.

#### **PART 2 - PRODUCTS (Not applicable).**

#### **PART 3 - EXECUTION (Not applicable)**

#### **GENERAL REQUIREMENTS**



**Schedule**

- A. Any delays in contract performance caused by the Government or weather shall provide a basis for a day to day adjustment of the scheduled completion date, but no increase in contract cost.
- B. Work schedule: Inasmuch as this installation observes a 5-day, 40 hour workweek, Monday through Friday, the contractor shall schedule his working hours to coincide with the working hours of GPO (8:00 a.m. to 4:00 p.m.). No other work shall be performed during other days or hours without written authority of the Contracting Officer. All premium time costs associated with this work shall be included in the contract price. In the event after hours or weekend work is required to complete this project on time, it would be at the contractor's expense.
  - B.1. Upon award of contract and prior to starting work, the contractor shall coordinate his work Schedule with the Contracting Officer's Technical Representative and shall furnish the Contracting Officer a copy of the work schedule.
  - B.2. GPO building will be occupied by its employees during the performance of the work under this contract and the work shall be performed in such a manner as to minimize any interruptions to the normal activities of GPO.

**Cleaning Up:**

The contractor shall at all times keep the work area including storage areas used by him from unnecessary accumulation of waste materials or rubbish and prior to the completion of work shall remove any rubbish and materials from the premises that is not the property of the Government.

- A. Upon completion of work, the contractor shall have leave the premises in a clean, neat and workman like condition satisfactory to the Contracting Officer

**PREMISE INSPECTION**

The Contractor is urged to inspect the site to investigate all conditions pertinent to this solicitation. The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting work. Lack of knowledge of the site will not provide a basis for relief. The Government assumes no responsibility for any conclusions or interpretation made by the Contractor on the basis of information made available by the Government. The Contractor should contact Patricia Johnson on **202-512-0996** to make arrangements for inspection of the site. A site visit shall be conducted on **April 8, 2002 at 10:00 AM.**

#### **QUALIFICATIONS OF THE VENDOR**

The Contractor must be and experienced firm in this field. The firms shall have performed service of comparable scope, complexity, and operating requirements as specified herein. The Contractor shall provide name and location of such performance below:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| _____    | _____    |
| _____    | _____    |

#### **CONTRACTOR OR VISITORS**

Temporary one-day parking permits will be available to Contractors after 9 A.M. from the GPO Police Officer stationed at the 45 G Street entrance. Contractors requiring parking accommodations prior to 9 A.M., must contact the Parking Manager on 202-512-1074 prior to their visit to the GPO. Temporary parking permits required on a weekly/monthly basis will also be available through the Office of Support for a fee commensurate with the time requested.

#### **CONTRACT ADMINISTRATION DATA**

- |  |  |
|--|--|
| 1. Contracting Officer (CO)                              | Patricia Johnson<br>(202) 512-2010, EXT.31202  |
| 2. Contracting Officer's Technical representative (COTR) | To be appointed after award  |
| 3. Bid Results   | Diana Boyde<br>(202) 512-2010, EXT31205  |
| 4. Invoices  | <b>US Government Printing Office<br/>Comptroller<br/>North Capitol &amp; H Streets, NW<br/>Mail Stop: FMCS<br/>Washington DC 20401<br/>(202) 512-0874 - LOCAL<br/>1-800-BILLGPO (1-800-245-5476)<br/>NON-LOCAL</b> |

The COTR referenced above is the CO's official representative for the purpose of conducting routine day to day monitoring of the services performed under this contract and has the full authority to act on all matters except changes, disputes, or terminations **WHICH REMAIN THE SOLE RESPONSIBILITY OF THE CO.**

**IMPORTANT - PLEASE READ CAREFULLY**

To insure the submission of complete bids and to avoid omissions that could result in your bid being nonresponsive, please check each of the following:

1. Have you rechecked your estimate? Are all items and amounts included? ☐
2. Is bid amount entered in proper space provided on the SF-1442. Solicitation, Offer and Award Construction, Alteration, or Repair? ☐
3. Have you completed all alternates, Separated Prices and Unit Prices (if any) on the SF-1442? ☐
4. Have you acknowledged, on the SF-1442, receipt of all amendments (if any) issued to the specifications? ☐
5. Have you properly completed and checked the appropriate box of each bidder under Representations and Certifications? ☐
6. Have you properly completed the supplements to SF-1442, including the Competency of Bidder Certification (where required)? ☐
7. Do your subcontractors meet all applicable eligibility and qualification requirements? ☐
8. Does your bid guarantee conform to the requirements of SF-1442? ☐
9. Have you read the Stop Work/Termination Clauses?  
Submission and acceptance of your bid commits you to complete your contract within the time specified. ☐
10. Have you read the "Equal Opportunity" clause and do you fully understand your obligations regarding this requirement. ☐
11. Have you familiarized yourself with the applicable contracting provisions covering Utilization of Small Business Concerns and Small Disadvantaged Business Concerns? ☐
12. Have you properly complied with the appendixes to SF-1442, including (if appended) the Notice of Requirements for Submission of Affirmative Action Plan to Ensure Equal Employment Opportunity? ☐
13. Have you familiarized yourself with the regulations issued by the Secretary of Labor pursuant to section 107 of the Contract Work Hours and Safety Standards Act, entitled: Safety and Health Regulations for Construction," 29 Code of Federal Regulations, Part 1926 and Occupational Safety and Health? ☐
14. CAUTION - LATE BIDS- See Solicitation Provisions (Advertised), clause entitled "Late Submissions, Modifications, and Withdrawal of Bids" which provides that late bids and modifications or withdrawals thereof sent through the mails ordinarily will be considered only if timely mailed by REGISTERED MAIL or by CERTIFIED MAIL for which a POSTMARKED RECEIPT has been obtained. (See Solicitation Provisions Sealed Bid Clause Number 8) ☐
15. Have you noted the requirements of the wages under the "Davis Bacon Act" which are to be paid to employees working on this project? ☐
16. Have you fully completed and signed the SF-1442? ☐

Representations and Certifications	Reference
Name and Address of Offeror	Date of Offer

"SOLICITATION" MEANS "INVITATION FOR BIDS" IN SEALED BIDDING AND "REQUEST FOR PROPOSAL" OR "REQUEST FOR QUOTATION" IN NEGOTIATION.

"OFFER" MEANS "BID" IN SEALED BIDDING AND "PROPOSAL" IN NEGOTIATION.

"OFFEROR" MEANS THE PERSON OR FIRM SUBMITTING THE OFFER.

**THE OFFEROR MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS AS A PART OF THE OFFER IDENTIFIED ABOVE. (CHECK APPROPRIATE CIRCLE AND FILL IN BLANKS.)**

**1. 552.219-1 SMALL BUSINESS CONCERN REPRESENTATION (MAY 1991) (DEVIATION FAR 52.219-1)**

(a) Representation. The offeror represents and certifies as part of its offer that it ☐ is or ☐ is not a small business concern.

(b) Definition. Small business concern, as used in this provision, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

© Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or, any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies including suspension and debarment; and (3) be ineligible for participation in programs conducted under the authority of the Act.

**2. 52.204-3 TAXPAYER IDENTIFICATION (SEPT 1989)**

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) The offeror is required to submit the information required in paragraphs © through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

© Taxpayer Identification Number (TIN).

( ) TIN: \_\_\_\_\_.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

( ) Offeror is an agency or instrumentality of a foreign government.

( ) Offeror is an agency or instrumentality of a Federal, state, or local government;

( ) Other. State basis. \_\_\_\_\_.

(d) Corporate Status.

( ) Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

( ) Other corporate entity;

( ) Not a corporate entity;

( ) Sole proprietorship;

( ) Partnership;

( ) Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

( ) Name and TIN of common parent:

NAME \_\_\_\_\_

TIN \_\_\_\_\_

**ITEMS 3, 4, 5, AND 6 NEED TO BE CHECKED ONLY IF OFFER EXCEEDS \$10,000 IN AMOUNT.**

**3. 52.222-19 WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION (APR 1984)**

(Applicable to supply contracts unless exempted by the Secretary of Labor.)

The offeror represents as a part of this offer that the offeror is ☐ or is not ☐ a regular dealer in, or is ☐ or is not ☐ a manufacturer of, the supplies offered.

**4. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)**

The offeror represents that --

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

© Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**5. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

(Applicable to contracts which include the clause at FAR 52.222-26, Equal Opportunity, except for construction contracts.)

The offeror represents that --

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**6. 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

© The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will --

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods.)

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**7. 52.219-3 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984)**

(a) Representation. The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(b) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

**8. 52.219-2 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (FEB 1990)**

(a) Representation. The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern.

(b) Definitions.

Asian Pacific Americans, as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

Indian tribe, as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

Native Americans, as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

Native Hawaiian Organization, as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR part 121.

Small disadvantaged business concern, as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

Subcontinent Asian Americans, as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

© Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

**9. 52.214-2/52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)**

The bidder/offeror or quoter, by checking the applicable circle, represents that-

(a) It operates as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ or a joint venture;

(b) If the bidder/offeror or quoter is a foreign entity, it operates as ☐ and individual, ☐ partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, register for business in \_\_\_\_\_ [Insert Country].

**10. 52.204-4 CONTRACTOR ESTABLISHMENT CODE (AUG 1989)**

In the block with its name and address, the offeror should supply the Contractor Establishment Code applicable to that name and address, if known, to the offeror. The number should be preceded by "CEC." Offerors should take care to report the correct CEC and not a similar number assigned to the offeror in a different system.

The CEC is a 9-digit code assigned to a contractor establishment that contracts with a Federal executive agency. The CEC system is a contractor identification coding system which is currently the Dun and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

The Government will obtain a Contractor Establishment Code for any awardee that does not have or does not know its CEC.

**11. 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)**

(a) (1) The offeror certifies, to the best of its knowledge and belief, that-

(I) The offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a 3-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

© Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (a)(1)(I)(B) of this provision.

(ii) The offeror has ☐ has not ☐ within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

© A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**12. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (I) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of

restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (I) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

\_\_\_\_\_[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

© If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

### 13. 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror-

[NOTE: For interpretation of the representation, including the term "bona fide employees," sees Subpart 3.4 of the Federal Acquisition Regulation.]

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer --

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

### 14. 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

(Applicable if the offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The offeror certifies that --

(a) Any facility to be used in the performance of this proposed contract is ☐, is not ☐ listed on the Environmental Protection Agency List of Violation Facilities;

(b) The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

© The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

### 15. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (Deviation)

(Applicable if the offer exceeds \$100,000)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of



any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and certificate to the Contracting Officer prior to the award of a contract to the SBA.

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

© Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**16. 52-209-7 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATE--MARKETING CONSULTANTS (NOV 1991)**

(Applicable to negotiated acquisitions if the offer exceeds \$200,000.)

(a) Definitions.

(1) Marketing consultant means any independent contractor who furnishes advice, information, directions, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a government contract by that offeror. An independent Contractor is not a marketing consultant when rendering-

(i) Services excluded in Subpart 37.204;

(ii) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities);

(iii) Routine legal, actuarial, auditing, and accounting services; or,

(iv) Training services.

(2) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectively in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An individual or firm that employs, retains or engages contractually one or more marketing consultants in connection with a contract, shall submit to the Contracting Officer, with respect to each marketing consultant, the certificates described below, if the individual or firm is notified that it is the apparent successful offeror.

(c) The certificate must contain the following:

(1) The name of the agency and the number of the solicitation in question.

(2) The name, address, telephone number, and federal taxpayer identification number of the marketing consultant.

(3) The names, addresses, and telephone number of a responsible officer or employee of the marketing consultant who has personal knowledge of the marketing consultants involvement in the contract.

(4) A description of the nature of the services rendered by or to be rendered by the marketing consultant.

(5) The name, address, and telephone number of the client or clients, and the name of a responsible officer or employee of the marketing consultant who is knowledgeable about the services provided to such client(s), and a description of the nature of the services rendered to such client(s), if, based on information provided to the Contractor by the marketing consultant, any marketing consultant is rendering or, in the 12 months preceding the date of the certificate, has rendered services respecting the same subject matter of the instant solicitation, or directly relating to such subject matter, to the Government or any other client (including any foreign government or person).

(6) A statement that the person who signs the certificate for the prime Contractor has informed the marketing consultant of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1.

(7) The signature, name, title, employer's name, address, and telephone number of the persons who signed the certificates for both the apparent successful offeror and the marketing consultant.

(d) In addition, the apparent successful offeror shall forward to the a certificate signed by the marketing consultant that the marketing consultant has been told of the existence of Subpart 9.5 and Office of the Federal Procurement Policy Letter 89-1, and the marketing consultant has made inquiry, and to the best of the consultant's knowledge and belief, the consultant has provided no unfair competitive advantage to the prime Contractor with respect to the services rendered or to be rendered in connection with the solicitation, or that any unfair competitive advantage that, to the best of the consultant's

knowledge and belief, does or may exist, has been disclosed to the offeror.

(e) Failure of the offeror to provide the required certifications may result in the offeror being determined ineligible for award. Misrepresentation of any

fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

**17. 52.219-15 NOTICE OF PARTICIPATION BY ORGANIZATIONS FOR THE HANDICAPPED (APR 1991)**

(Applies if solicitation is total or partial small business set-aside)

(a) Definitions.

"Handicapped individual" means a person who has a physical, mental, or emotional impairment, defect, ailment, disease, or disability of a permanent nature which in any way limits the selection of any type of employment for which the person would otherwise be qualified or qualifiable.

"Public or private organization for the handicapped" means one (1) which is organized under the laws of the United States or of any State, operated in the interest of handicapped individuals, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual; (2) which complies with any applicable occupational health and safety standard prescribed by the Secretary of Labor; and (3) employs in the production of commodities and in the provision of services, handicapped individuals for not less than 75 percent of the direct labor required for the production of provision of the commodities or services.

(b) Certification. The offeror certifies that it is ☐ is not ☐ a public or private organization for the handicapped. An offeror certifying in the affirmative is eligible to participate in any resultant contract as if it were a small business concern.

© Agreement. An offeror certifying as a public or private organization for the handicapped agrees that at least 75 percent of the direct labor required in the performance of the contract will be performed by handicapped individuals.

**18. 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)**

(Applicable to negotiated acquisitions)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators.]

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**CONSTRUCTION CONTRACT CLAUSES**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FAR changes apply to solicitation issued on or after the effective date of the change.

**Also, the full text of a clause may be accessed electronically at this/these address(es)**

[www.arnet.gov/far](http://www.arnet.gov/far)

[www.gpo.gov](http://www.gpo.gov)

**CONSTRUCTION CONTRACT CLAUSES  
(FIXED PRICE)**

<b>NUMBER</b>	<b>TITLE</b>
52-202-1	Definitions
52.236-8	Other Contracts
52.225-14	Inconsistency Between English Version and Translation of Contract
52.236-7	Permits and Responsibilities
52.203-1	Reserved
52.203-3	Gratuities
52-203-5	Covenant Against Contingent Fees
52-203-7	Anti-Kickback Procedures
52.228-2	Additional Bond Security
52.228-5	Insurance - Work on a Government Installation
52.236-2	Differing Site Conditions
52.236-3	Site Investigations and Conditions Affecting the work
52.236-21	Specifications and Drawings for Construction
52.236-15	Schedules for Construction Contracts
52.236-6	Superintendence by the Contractor
52.236-5	Material and Workmanship
52.236-17	Layout of Work
52.236-14	Availability and Use of Utility Services
52.236-10	Operation and Storage Areas
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
52.236-13	Accident Prevention
52.236-12	Cleaning Up
52.249-14	Excusable Delays
52.245-3	Identification of Government Furnished Property
52.236-11	Use and Possession Prior to Completion
52.246-12	Inspection of Construction
52-246-21	Warranty of Construction
52-225-11	Buy American Act Notice -- Construction Materials
52.247-63	Preference for U.S. - Flag Carriers
52.247-64	Preference for Privately Owned US - Flag Commercial Vessels
52.222-1	Notice to the Government of Labor Disputes
52.222-3	Convict Labor
52.222-26	Equal Opportunity
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans
52.222-37	Employment Reports on Special disabled Veterans and Veterans of the Vietnam Era
52-222-36	Affirmative Action for Handicapped Workers
52.222-27	Affirmative Action Compliance Requirements for Construction
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

52.219-8	Utilization of Small, Small Disadvantaged, and woman-owned Small Business Concerns
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-4	Patent Indemnity -- Construction Contracts
52.229-3	Federal, State, and Local Taxes
52.243.4	Changes
52.243.5	Changes and Changed Conditions
52.214-26	Audit -- Sealed Bidding
52.214-27	Price Reduction for Defective Cost or Pricing Data -- Modifications -- Sealed Bidding
52.214-28	Subcontractor Cost or Pricing Data --Modifications -- Sealed Bidding
52.215-2	Audit -- Negotiation
52.215-1	Instruction to Offerors - Competition Acquisition
52.232-23	Assignment of Claims
52.242-14	Suspension of Work
52-249-2	Termination for Convenience of the Government (Fixed Price)
52-249-10	Default (Fixed-Price Construction)

**ADDITIONAL CONTRACT CLAUSES, CONDITIONS AND NOTICES**

1. Authorities and Limitations
2. Restriction on Advertising
3. Specialist
4. Subcontracts
5. Standard References
6. Heat
7. Working Hours
8. Final Inspection and Test
9. Guarantee of Work
10. Equitable Adjustment
11. Pricing of Adjustments
12. Examination of Records by GPO
13. Noncompliance with Contract Requirements
14. Furnishing Information and Records
15. Disputes
16. Preaward Survey
17. Required Insurance
18. Safety Construction
19. Brand Name or Equal
20. Security Requirements of GPO
21. Bid Guarantee
22. Performance and Payment Bonds
23. Performance of Work by the Contractor
24. Hold Harmless and Indemnification Agreement
25. Service Protest
26. Protest After Award
27. Storage

## **CONSTRUCTION CONTRACT CLAUSES (Fixed Price)**

### **GENERAL**

#### **1. AUTHORITIES AND LIMITATIONS**

(a) All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested in him by the contract documents, except that he shall have the right to designate authorized representatives to act for him. Whenever any provision in this contract specifies an individual (such as, but not limited to, Construction Engineer, Resident Engineer, Inspector or Custodian) or organization, whether Governmental or private, to perform any act on behalf of or in the interest of the Government, that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this contract but only to the extent so specified. The Contracting officer may, at any time during the performance of this contract, vest in any such authorized representatives additional power and authority to act for him or designate additional representatives, specifying the extent or their authority to act for him; a copy of each document vesting additional authority in an authorized representative or designating an additional authorized representative shall be furnished to the Contractor.

(b) The Contractor shall perform the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) issued by an authorized representative in accordance with his authority to act for the Contracting Officer; but the Contractor assumes all the risk and consequences of performing the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) of anyone set authorized to issue such order. (End of Clause)

#### **2. RESTRICTION ON ADVERTISING**

The Contractor shall not refer to contracts awarded by the United States Government in commercial advertising in such a manner as to state or imply that the product or service provided is approved or endorsed by any element of the Federal Government or is considered by the Government to be superior to other products or services. Any advertisement by the contractor, including price-off coupons, which refer to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government." (End of Clause)

#### **3. SPECIALIST**

The term "Specialist," as used in the contract specification, shall mean an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specification requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision. (End of Clause)

#### **4. SUBCONTRACT**

- (a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontract and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.

(b) The Contractor shall be responsible to the Government for acts and omissions of his own employees and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors and suppliers.

© The Government will not undertake to settle any differences between or among the Contractor, subcontractors, or suppliers. (End of Clause)

#### **5. STANDARD REFERENCES**

(a) All documents and publications (such as, but not limited to, manuals, handbooks, codes, standards and specifications) cited in this contract for the purpose of establishing requirements applicable to equipment, materials, or workmanship under this contract, shall be deemed to be incorporated herein as fully as if printed and bound with the specifications of this contract, in accordance with the following:

(1) Wherever reference is made to Standard Specifications of the Public Buildings Service, Interim Federal Specifications, Interim Amendments to Federal Specifications, Interim Federal Standards, or Interim Amendment's to Federal Standards, the Contractor shall comply with the requirements set out in the issue or edition identified in this contract.

(2) Wherever reference is made to any such document other than those specified in subparagraph (1) above, the Contractor shall comply with the requirements set out in the edition specified in this contract, or if not specified, the latest edition or revision thereof, as well as the latest amendment or supplement thereto, in effect on the date of the solicitation on this project, except as modified by, as otherwise provided in, or as limited to type, class or grade, by the specifications of this contract.

(b) Federal Specifications, Federal Standards, Standard Specifications of the Public Buildings Service and Public Buildings Service Standard Methods of Test may be obtained from the Business Service Center at any GSA Regional Office. Inquiries regarding "Commercial Standards", "Product Standards", and "Simplified Practice Recommendations" should be addressed to the Standard Development Service Section, National Bureau of Standards, Washington, DC 20234. Publications of Associations referred to in the specifications may be obtained directly from the Associations.

© Upon request the Contractor shall make available at the job site within a reasonable time, a copy of each trade manual and standard which is incorporated by reference in this contract and which governs quality and workmanship. (End of Clause)

#### **6. HEAT**

Unless otherwise specified or unless already provided by the Government the Contractor shall:

- (a) Provide heat, as necessary to protect all works, materials, and equipment against injury from dampness and cold;
- (b) Protect, cover and/or heat as may be necessary, to produce and maintain a temperature of not less than 50 degrees Fahrenheit (1) in the concrete during the placing, setting and curing of concrete, and (2) in the plaster during the application, setting and curing of plaster; and
- (c) Provide heat as necessary in the area where work is to be done to provide the minimum temperature recommended by the supplier or manufacturer of the material, but in no case less than 50 degrees Fahrenheit, for a period beginning 10 days before placing of interior finished and finish materials and continuing until completion or beneficial occupancy of the area, whichever is earlier. (End of Clause)

#### **7. WORKING HOURS**

- (a) It is contemplated that all work will be performed during the

customary working hours of the trades involved unless

- (b) otherwise
- (c) specified in this contract. Work performed by the Contractor at his own volition outside such customary working hours shall be at no additional expense to the Government.

(b) Any requests received by the Contractor from occupants of existing buildings to change the hours of work shall be referred to the Contracting officer for determination. (End of clause)

## 8. FINAL INSPECTION AND TESTS

The Contractor shall give written notice to the Contracting Officer at least 10 calendar days before the date the work will be completed and ready for final inspection and tests. Final inspection and test will begin within 10 calendar days after the date specified in the Contractor's notice unless the Contracting officer determines that the work is not ready by final inspection and so informs the Contractor. (End of Clause)

## 9. GUARANTEES

(a) Unless otherwise provided in the specifications, the Contracting guarantees all work to be in accordance with contract requirements and free from defective or inferior materials, equipment, and workmanship for 1 year after the date of final acceptance or the date the equipment or work was placed in use by the Government, whichever occurs first.

(b)(J) If, within any guarantee period, the Contracting officer finds that guaranteed work requires repairs or change because of defective or inferior materials, equipment, or workmanship or is not in accordance with contract requirements, the Contracting Officer shall notify the Contractor in writing. The Contractor shall promptly, and without additional expense to the Government, correct:

- (I) All guaranteed work;
- (ii) All damage to equipment, the site, the building or its contents resulting from the unsatisfactory guaranteed work; and
- (iii) Any work, materials, and equipment that are disturbed in fulfilling the guarantee, including any disturbed work, materials, and equipment that may have been guaranteed under another contract.

(2) If the Contractor fails to proceed promptly in accordance with guarantee, the Government may have such work performed at the expense of the Contractor.

© Any special guarantees that may be required under the contract will be subject to paragraphs (a) and (b), insofar as they do not conflict with special guarantees.

(d) The Contractor shall furnish to the Government:

(1) Each transferable guarantee or warranty of equipment, materials, or installation furnished by any manufacturer, supplier, or installer in the ordinary course of business; (2) All information required to make such guarantee or warranty legally binding and effective; and (3) The information and the guarantee or warranty in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty or, if no time limit is specified, prior to completion and acceptance of all work under this contract. (End of Clause)

## 10. EQUITABLE ADJUSTMENTS

(a) The provisions of the "Changes" clause are supplemented as follows:

(1) Upon written request, the Contractor shall submit a proposal, in accordance with the requirements and limitations set forth in the "Equitable Adjustments" clause, for work involving contemplated changes covered by the request. The proposal shall be submitted within the time limit indicated in the request or any extension of such time limit as may be subsequently granted. The Contractor's written statement of the monetary extent of a claim for equitable adjustment shall be submitted in the following form:

(I) Proposals totaling \$5,000 or less shall be submitted in the form of a lump sum proposal with supporting information to clearly relate elements of cost with specific items of work involved to

the satisfaction of the Contracting Officer, or his/her authorized representative.

(ii) For proposals in excess of \$5,000, the claim for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following detail:

### DIRECT COSTS

Material quantities by trades and unit costs (Manufacturing burden associated with material fabrication performed will be considered to be part of the material costs of the fabricated item delivered to the job site).

Labor breakdown by trades and unit costs (identified with specific item of material to be placed or operation to be performed).

Construction equipment exclusively necessary for the change  
Costs of preparation and/or revision to shop drawings resulting from the change

Workmen's Compensation and Public Liability Insurance

Bond Costs - when size of change warrants revision

#### Overhead, Profit and Commission

(2) The allowable overhead shall be determined in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR Part 31) in effect on the date of this contract. The percentage for profit and commission shall be negotiated and may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the following unless the contractor demonstrates entitlement to a higher percentage:

Overhead	Profit	Commission
----------	--------	------------

To contractor on work preformed by other than his own forces ----  
10%

To first tier sub contractor or work performed by his subcontractor  
10%

To Contractor and/or the subcontractors for that portion of the work performed with their respective forces -----  
To be Negotiated 10% ----

Not more than four percentages will be allowed regardless of the number of their subcontractors. The Contractor shall not be allowed a commission on the commission received by a first tier subcontractor. Equitable adjustments for deleted work shall include credits for overhead, profit and commission. On proposals covering both increases and decreases in the amount of the contract, the application of overhead and profit shall be on the net change in direct costs for the Contractor or subcontractor performing the work.

(3) The Contractor shall submit with the proposal his request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the contract in its entirety.

(4) In considering a proposal, the Government shall make a check estimates in detail, utilizing unit prices where specified or agreed upon, with a view to arriving at an equitable adjustment.

(5) After receipt of a proposal the Contracting Officer shall act thereon, within 30 days; provided however, that when the necessity to proceed with a change does not allow time properly to check a proposal or in the event of failure to reach an agreement on a proposal, the Government may order the Contractor to proceed on the basis of price to be determined at the earliest practicable date. Such price shall not be more than the increase or less than the decrease proposed.

(6) If a mutually acceptable agreement cannot be reached,

(7) the Contracting Officer may determine the price unilaterally.

(b) The provisions of the "Differing Site Conditions" clause prescribed by FAR 52.236-2 are supplemented as follows:  
The

(c) Contractor shall submit all claims for equitable adjustment in accordance with, and subject to the requirements and

limitations set out in paragraph (a) of this "Equitable Adjustments" clause.

(End of Clause)

#### 11. PRICING OF ADJUSTMENTS

When cost are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the contract cost principles and procedures in (41 CFR Part 31) in effect on the date of this contract. (End of Clause)

#### 12. EXAMINATION OF RECORDS BY GPO

The Contractor agrees that the Public printer of the GPO or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Public Printer of GPO or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$10,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. (End of Clause)

#### 13. NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting officer of non-compliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause. (End of Clause)

#### 14. FURNISHING INFORMATION AND RECORDS

(a) If the Contractor or any subcontractor under this contract, or the officers or agents of the Contractor or any subcontractor, refuses, except as provided by the terms of this contract, to furnish to any Government agency or any establishment in the legislative or judicial branch of the Government information or records reasonably pertinent to this contract, the following actions may be taken:

(1) In the case of a refusal by the Contractor, its officers or agents, the Government may, after affording an opportunity to explain or justify such refusal, terminate the Contractor's right to proceed with the work. The rights and remedies provided in this clause are in addition to those outlined in paragraph (a) of the Default (Fixed-Price Construction) clause at FAR 52.249-10, paragraph (b) of the Liquidated Damages -- Construction clause at FAR 52.215-5 and to any other rights and remedies provided by law or under this contract;

(2) In the case of refusal by a subcontractor, its officers or agents, the Government may, after affording an opportunity to explain or justify such refusal, require the Contractor to terminate the subcontract without cost to the Government, or if the Contractor fails or refuses to effect such termination, the Government may terminate the Contractor's right to proceed with the work under this contract and thereupon the Government may avail itself of the rights and remedies

referred to in subparagraph (a)(1) above.

- (b) The term "subcontract" as used in this paragraph means any contract entered into, or any purchase order issued by, a prime contractor under a contract with the Government in connection with
- (c) the performance of the prime contractor's obligations under this contract.
- © The term "subcontractor" as used in this paragraph means a party to a subcontract other than the prime contractor under this contract. (End of Clause)

#### 15. DISPUTES

(a) Except as otherwise provided in the contract, any dispute concerning a question of fact related to the contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall make his/her decision in writing and mail otherwise furnish a copy of thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 90 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Public Printer. The decision of the Public Printer, or a duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his/her appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, that nothing in the contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

#### 16. PRE-AWARD SURVEY

So that the Government may be assured each bidder can satisfy the requirements of this Schedule, it reserves the right (1) to conduct a pre-award survey on any or all bidders, and (2) to consider the results of such survey in any determination to award.

- a. A pre-award shall establish the contractor's competence in technical, managerial, financial and similar areas related to the bidder's ability to perform.
- b. The Contractor is expected to cooperate in the pre-award and to provide all such reasonable information as may be necessary to its purposes.
- c. Only those bids from proven or obviously capable supplies are solicited.

#### 17. REQUIRED INSURANCE

The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance:

- (a) Workman's compensation insurance, including employees liability insurance as required by law.
- (b) Public injury insurance in an amount of not less than \$300,000 for any one person and \$1,000,000 for any one accident.
- (c) Property damage, liability insurance in an amount not less than \$250,000 on account of any one accident and \$1,000,000 aggregates.

#### 18. SAFETY CONSTRUCTION



The contractor shall comply with the following directives:

- a. GSA Handbook PBS P-5900.3. "Accident and Fire Prevention-Construction and Alteration Work."
- b. The Safety and Health Regulations for Construction issued by the Department of Labor, Bureau of Labor Standards, and found in Title 29, Chapter XIII, Part 15-18, Code of Federal Regulations.
- c. Safety regulations of the Government Printing Office (copies available on request).
- d. Williams-Steiger Occupational Safety and Health Act of 1970.
- e. All working conditions of the contractor's crew shall meet OSHA requirements. Contractor may not use steel cable over conice for any reason.
- f. The contractor shall be responsible for furnishing and installing all necessary signs, barricades, posters, etc., as required to completely isolate the work area while performing the work.
- g. Directives of GPO Safety Officer-Directives as issued by GPO Safety Officer to correct unsafe conditions as determined by the Safety Officer during construction. Conditions will be based on the Safety Officer's interpretations of OSHA regulations. A length of time will be given to correct the problem. Failure to comply shall result in the Contracting Officer directing the contractor to stop work. There shall be no compensation allowed for stoppages involving safety problems.
- h. Material Safety Data Sheet (MSDS): The Contractor shall, prior to the start of the job, provide the COR with a copy of MSDS for each Contractor furnished material.
- i. Smoking: The Contractor shall assure that Contractor/Subcontractor employees comply with GPO smoking regulations (smoking is prohibited in GPO buildings, including the roof)
- j. The Contractor shall designate an employee to record and report any accident to GPO. The name of this person shall be furnished to the COR prior to proceeding with the work.
- k. Protection of persons and property shall be provided throughout the progress of work.

#### 19. BRAND NAME OR EQUAL

(As used in this clause, the term "brand name" includes identification of equipment by manufacturer and equipment number.)

- (a) if terms called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of equipment that will be satisfactory. Bids offering equal equipment (including equipment of the brand name manufacturer other than the one described by brand name) will be considered for award if such equipment is clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.
- (b) Unless the bidder clearly indicates in his bid that he is offering an "equal" piece of equipment, his bid shall be considered as offering the brand name equipment referenced in the invitation for bids.
- (c) If the bidder proposes to furnish an "equal" piece of equipment, the brand name, if any, of the equipment to be furnished shall be inserted in the space provided in the Invitation of Bids, or such equipment shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the equipment offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing activity. **CAUTION TO BIDDERS.** The purchasing activity is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustration, drawing, or other information) necessary for the purchasing activity to (i) determine whether the equipment offered meets the salient characteristics

requirement of the Invitation for Bids, and (ii) establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by marking an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

Bidder shall state below the specified information on the equipment he proposes to furnish.

Manufacturers

Name \_\_\_\_\_

Equipment

Number \_\_\_\_\_

#### 20. SECURITY REQUIREMENTS OF GPO

The Contractor and his employees shall be subject to and shall abide by all security regulations of the GPO. In addition, prior to the commencement of work, the Contractor shall be responsible for obtaining and furnishing to each employee and for requiring each employee engaged in the work, to display such identification as may be approved and directed by the GPO Security Office by submitting to the Contracting Officer the names and social security numbers of all workers. All prescribed identifications shall be immediately delivered to the security officer of GPO for cancellation upon release of any employee.

#### 21. BID GUARANTEE (APR 1984)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The offeror (bidder) shall furnish a bid guarantee in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds.

(1) to unsuccessful bidders as soon as practicable after the opening of bids, and

(2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer may terminate the contract for default.

(d) Unless otherwise specified in the bid, the bidder will;

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference. (End of Clause)

#### 22. PERFORMANCE AND PAYMENT AND BONDS (MAY 1989)

A bid guarantee is required as provided in Standard Form 1442, Solicitation, Offer and Award (Construction, Alteration, or Repair).

(a) If the contract price is more than \$25,000, the Contractor shall furnish a performance bond in a penal amount of 100 percent of the contract price, and payment bond is penal amount as follows:

(1) Fifth percent of the contract price if the contract price is more than \$25,000 but not more than 1,000,000; or

(2) Forth percent of the contract price if the contract price is more than \$1,000,000 but not more than \$5,000,000; if the contract price is over \$5,000,000, then forty percent of the contract price or \$2,500,000, whichever is less.

(b) If offers on one or more alternate and/or unit price offers

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were accepted in awarding the contract, contract price as used above shall mean the aggregate of the lump sum amount plus the product of each unit price accepted multiplied by the applicable number of units specified in the bid form, plus or minus such alternate offers as were

- accepted.
- (d) Performance and payment bonds shall be submitted within the time specified on the Standard Form 1442, Solicitation, Offer, and Award, for this contract unless and until the surety has made payment
- (e) in settlement of claims by suppliers of labor or material in accordance with the requirements of the surety's undertaking under the payment or performance bond and has notified the Contracting Officer of the claims and amount so paid. (End of Clause)

### 23. PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform on the site, and with its own organization, work equipment to at least twelve percent (12%) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor request a reduction and the Contracting Office determine that the reduction would be to the advantage of the Government. (End of clause)

### 24. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and cost of whatsoever kind and nature for injury to or death of any person or persons, and for loss and damage to any property, occurring in connection with or in part from negligent acts or omissions of the contractor, and Subcontractor, or any employee, agent or representative of contractor or Subcontractor.

### 25. SERVICE OF PROTEST

(a) Protests (as defined in section 3 of GPO Instruction 305.7) that are filed directly with the Government Printing Office (GPO), and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer at the procurement office from which the solicitation was issued by obtaining written and dated acknowledgment of receipt from Director, Materials Management Service, USGPO, Stop MM, Washington, DC 20401.

(b) The copy of any protest shall be received by the official or in the office designated above within 1 day of filing a protest with GAO.

### 26. PROTEST AFTER AWARD

(a) Upon receipt of a notice of protest (as defined in section 3 of GPO Instruction 305.7) or a determination that a protest is likely (see specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either-

- (1) Cancel the stop-work; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time

required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided that, if the contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's right to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as a result of the contractor's intentional misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained and the Government pays cost, as provided in 4(c)(2) or 6(h)(1) of GPO Instruction 305.7, the Government may require the contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, the Government may collect this debt by offsetting the amount against any payment due the contractor under any contract between the contractor and the Government.

### 27. Storage

The Contractor shall be responsible for the unloading, storing, and proper care and protection of all his personal property as well as any material or supplies to be utilized in the performance of this contract. Material, equipment, etc. may be stored on the premises in the area designated by the Contracting Officer or his authorized representative. Vendor is cautioned to secure his property at all times. The Government is not responsive for the theft or mysterious disappearance of any property not its own whether guarded. Any storage space assigned by the Government is merely for the vendor's convenience and does not imply to any degree that GPO assumes responsibility for the vendor's use (or non-use) of that space. (STORAGE OF SUPPLIES AND EQUIPMENT AT THE WORK SITE WILL BE AT THE CONTRACTOR'S OWN RISK.) GPO will not provide any materials handling equipment or personnel to help unload materials. Unauthorized use of such equipment by the Contractor without written consent of the Contracting Officer shall not be attempted or permitted.

**INSTRUCTIONS, CONDITIONS AND NOTICES**

1. SOLICITATION DEFINITIONS - SEALED BIDDING
2. PREPARATION OF BIDS CONSTRUCTION
3. EXPLANATION TO PROSPECTIVE BIDDERS
4. AMENDMENTS TO INVITATION FOR BIDS
5. SUBMISSION OF BIDS
6. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS
7. ALL OR NONE OFFERS
8. CONTRACT AWARD - SEALED BIDDING CONSTRUCTION

**(SEALED BID)****1. FAR 52.214-1-SOLICITATION DEFINITIONS - SEALED BIDDING**

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

**2. FAR 52.214-12-PREPARATION OF BIDS - OTHER THAN CONSTRUCTION**

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount column of the Schedule." In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

**3. FAR 52.214-6-EXPLANATION TO PROSPECTIVE BIDDERS**

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawing, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

**4. FAR 52.214-3- AMENDMENTS TO INVITATIONS FOR BIDS**

(a) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

**5. FAR 52.214-5-SUBMISSION OF BIDS**

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(c) Facsimile bids, modifications, or withdrawals will not be considered unless authorized by the solicitation.

**6. 52.214-7 LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS OF BIDS**

Late As prescribed in 14.201-6(c)(3), insert the following provision:

Submissions, Modifications, and Withdrawals of Bids (Nov 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government

office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and-

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

**7. GSAR 552.214-73-"ALL OR NONE" OFFERS**

(a) Unless awards in the aggregate are specifically precluded in this solicitation, the Government reserves the right to evaluate offers and makes awards on an "all or none" basis as provided below:

(b) (Applicable to definite quantity contracts.) An offer submitted on an "all or none" or similar basis will be evaluated as follows: The lowest acceptable offer exclusive of the "all or none" offer will be selected with respect to each item (or group of items when the solicitation provides for aggregate awards) and the total cost of all items thus determined shall be compared with the total of the lowest acceptable "all or none" offer. Award will be made to result in the lowest total cost to the Government.

(c) (Applicable only to requirements and indefinite quantity contracts.) An offer submitted on an "all or none" or similar basis will not be considered unless the offer is low on each item to which the "all or none" offer is made applicable. The term "each item" as used in this clause refers either to an item that under the terms of the solicitation may be independently awarded, or to a group of items on which an award is to be made in the aggregate.

**8. 52.214-19 Contract Award--Sealed Bidding-- Construction.**

As prescribed in 14.201-6(m), insert the following provision:

Contract Award--Sealed Bidding--Construction (Aug 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive

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informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**LABOR STANDARDS  
(CONSTRUCTION CONTRACT)**

1. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION
2. DAVIS-BACON ACT
3. WITHHOLDING OF FUNDS
4. PAYROLLS AND BASIC RECORDS
5. APPRENTICES AND TRAINEES
6. COMPLIANCE WITH COPELAND ACT REQUIREMENTS
7. SUBCONTRACT (LABOR STANDARDS
8. CONTRACT TERMINATION - DEBARMENT
9. COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
10. DISPUTES CONCERNING LABOR STANDARDS
11. CERTIFICATION OF ELIGIBILITY

**LABOR STANDARDS (CONSTRUCTION CONTRACT)  
(APPLICABLE TO CONTRACTS IN EXCESS OF \$2,000)**

**1.52.222-4 Contract Work Hours and Safety Standards Act--  
Overtime Compensation.**

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) *Payrolls and basic records.* (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

**2. 52.222-6 Davis-Bacon Act.**

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs

incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.  
(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in

providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**3. FAR 52.222-7 -- WITHHOLDING OF FUNDS**

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. (End of clause)

**4. FAR 52.222-8 -- PAYROLLS AND BASIC RECORDS**

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such record shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates or wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act) daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled "Davis-Bacon Act," that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b) (2) (B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents. U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete:

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the

payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned other than permissible deductions as set forth in the Regulation. 29 CFR Part 3: and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12 (End of clause)

**5. FAR 52.222-9 APPRENTICES AND TRAINEES)**

- (a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to an individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a
- (b) Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. \
- (c) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits,



apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will not longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30. (End of Clause)

**6. FAR 52.22-10 -- COMPLIANCE WITH COPELAND ACT REQUIREMENTS**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract. (End of clause)

**7. FAR 52.22 - 11 -- SUBCONTRACT (LABOR STANDARDS)**

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled "Davis-Bacon Act." "Contract Work Hours and Safety Standards Act-Overtime Compensation." "Apprentices and Trainees." "Payrolls and Basic Records." "Compliance with Copeland Act Requirements." "Withholding of Funds." "Subcontracts (Labor Standards).," "Contract termination - Debarment." "Disputes Concerning Labor Standards." "Compliance

with Davis-Bacon and Related Act regulations." and - Certification of Eligibility." and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract. (End of clause)

**8. FAR 52.222-12 CONTRACT TERMINATION - DEBARMENT**

A breach of the contract clauses entitled "Davis-Bacon Act." "Contract work Hours and Safety Standards Act - Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records." "Compliance with Copeland Act Requirements." "Subcontracts (Labor Standards)." "Compliance with Davis-Bacon and Related Act Regulations." or "Certification of Eligibility" may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12. (End of Clause)

**9. FAR 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS**

All rulings and interpretations of the Davis-Bacon and Related acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract. (End of Clause)

**10. FAR 52.222-14 -- DISPUTES CONCERNING LABOR STANDARDS**

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (and any of these subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees of their representatives. (End of Clause)

**11. FAR 52.222-15 -- CERTIFICATION OF ELIGIBILITY**

(a) By entering into this contract, the Contractor certifies that neither it (not he nor she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. (End of Clause)

1. Standard Form 24 - Bid Bond
2. Standard Form 25 - Performance Bond
3. General Decision No. DC020003
4. Drawing F-5283